

MANDATORY FORM PLAN (Revised 03/24/2023)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF OHIO

In re) Case No. 24 1 2915
Jason Michael Rouse)
Stephanie Lynn Rouse) Chapter 13
Debtor(s)) Judge Buchanan

Amended CHAPTER 13 PLAN

1. NOTICES

The Debtor has filed a case under chapter 13 of the Bankruptcy Code. A notice of the case (Official Form 309I) will be sent separately.

This is the Mandatory Form Chapter 13 Plan adopted in this District. Local Bankruptcy Rule (“LBR”) 3015-1. “Debtor” means either a single debtor or joint debtors as applicable. “Trustee” means Chapter 13 Trustee. Section “§” numbers refer to sections of Title 11 of the United States Bankruptcy Code. “Rule” refers to the Federal Rules of Bankruptcy Procedure.

Unless otherwise checked below, the Debtor is eligible for a discharge under § 1328(f).

- ☐ Debtor ____ is **not eligible** for a discharge.
☐ Joint Debtor ____ is **not eligible** for a discharge.

☐ Initial Plan.

☒ **Amended Plan.** The filing of this Amended Plan shall supersede any previously filed Plan or Amended Plan and must be served on the Trustee, the United States trustee, and all adversely affected parties. If the Amended Plan adversely affects any party, the Amended Plan shall be accompanied by the twenty-one (21) day notice. Rule 2002(a)(9). Any changes (additions or deletions) from the previously filed Plan or Amended Plan must be clearly highlighted in a conspicuous manner in the Amended Plan filed with the Court. LBR 3015-2(a)(1).

If an item is not checked, the provision will be ineffective if set out later in the Plan.

The checkboxes below will be checked automatically if information is entered in the referenced Plan provisions.

- ☒ This Plan contains nonstandard provisions in Paragraph 13.
☒ The Debtor proposes to limit the amount of a secured claim based on the value of the collateral securing the claim. See Paragraph(s) 5.1.2(A) and/or 5.1.4(A).
☐ The Debtor proposes to eliminate or avoid a security interest or lien. See Paragraph(s) 5.4.1, 5.4.2, and/ or 5.4.3.

NOTICE TO CREDITORS: You should read this Plan carefully, including Paragraph 13 (Nonstandard Provisions), and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one. Except as otherwise specifically provided, upon confirmation, you will be bound by the terms of this Plan. Your claim may be reduced, modified, or eliminated. The Court may confirm this Plan if no timely objection to confirmation is filed.

2. PLAN PAYMENT AND LENGTH

2.1 Plan Payment. The Debtor shall pay to the Trustee the amount of \$__ per month. [Enter step payments below, if any.] The Debtor shall commence making payments not later than thirty (30) days after the date of filing of the Plan or the order for relief, whichever is earlier. § 1326(a)(1).

2.1.1 Step Payments, if any:

\$4478 for 8 months
\$4528 for 52 months

2.2 Unsecured Percentage.

☒ **Percentage Plan.** Subject to Paragraph 2.3, this Plan will not complete earlier than the payment of 100.00 % on each allowed nonpriority unsecured claim.

☐ **Pot Plan.** Subject to Paragraph 2.3, the total amount to be paid by the Debtor to the Trustee is

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\$ _____. Assuming all claims are filed as scheduled or estimated by the Debtor, payment on each allowed nonpriority unsecured claim is estimated to be no less than _____ %.

2.3 Means Test Determination.

☒ **Below Median Income.** Unless the allowed nonpriority unsecured claims are paid 100%, the projected length of the Plan must be a minimum of thirty-six (36) months but not to exceed sixty (60) months.

☐ **Above Median Income.** Unless the allowed nonpriority unsecured claims are paid 100%, projected length of the Plan must be sixty (60) months.

Upon notice filed with the Court, the Trustee is authorized to administratively increase the proposed percentage payable to nonpriority unsecured creditors to ensure the Plan complies with § 1325(b)(1)(B).

3. PRE-CONFIRMATION LEASE PAYMENTS AND/OR ADEQUATE PROTECTION PAYMENTS

Pre-confirmation personal property lease payments governed by § 1326(a)(1)(B) shall be made as part of the total Plan payment to the Trustee. LBR 3070-1(a). Pre-confirmation adequate protection payments governed by § 1326(a)(1)(C) shall be made as part of the total Plan payment to the Trustee. LBR 3070- 1(b). The lessor/secured creditor must file a proof of claim to receive payment. LBR 3070-1(a) and (b).

☐ NONE

Name of Lessor/Secured Creditor	Property Description	Monthly Payment Amount
Capital One Auto Finance	2015 Toyota Sienna 150,000 miles Keep, Behind on payments Lien 9/1/2020 Not refinanced KBB value pulled 12/6/2024 (Good condition) Lien balance as of 10/10/24	\$214.00
Gm Financial	2019 Ford F250 70,000 miles Keep, Repossessed 11/24/2024 Lien 6/18/2021 Not refinanced KBB value pulled (Good condition) Lien balance as of 10/10/24	\$802.00

4. SECURED CLAIMS: TREATMENT, TIMING AND SERVICE REQUIREMENTS

- 4.1 Non-Government Unit Secured Claims. The Debtor may propose to limit the amount of a secured claim based on the value of the collateral securing the claim by the procedure proposed in Paragraphs 5.1.2(A) and 5.1.4(A). Further, the Debtor may propose to eliminate or avoid a security interest or lien by the procedure proposed in Paragraphs 5.4.1, 5.4.2, and 5.4.3. If the Debtor proposes to seek any of the above-stated relief by way of motion or claim objection, the motion or claim objection must be filed on or before the § 341 meeting of creditors or the confirmation hearing may be delayed. If a judicial lien or nonpossessory, nonpurchase-money security interest is discovered after confirmation of the Plan, a motion to avoid the judicial lien or security interest may be promptly filed after it is discovered.
- 4.2 Governmental Unit Secured Claims. A request to determine the amount of the secured claim of a governmental unit or to modify and eliminate the secured claim of a governmental unit may be made **only** by motion or claim objection. Rule 3012(c). Any motion or claim objection that includes a request to determine the amount of the secured claim of a governmental unit (including any such motion or claim objection that also includes a request to determine the amount of the secured claim of a non-governmental entity) may be filed **only** after the governmental unit files a proof of claim or after the time for filing one has expired. Rule 3012, advisory committee note (2017 Amendments).
- 4.3 Service Requirements. If the Debtor proposes to seek relief under Paragraphs 5.1.2(A), 5.1.4(A), 5.4.1, 5.4.2, or 5.4.3, the motion, Plan or claim objection, as applicable, must be served in the manner provided by Rule 7004 for service of a summons and complaint. Rule 3007(a)(2), Rule 3012(b), and Rule 4003(d).
- 4.4 Retention of Lien. The holder of any claim listed in Paragraphs 5.1.2(A) or (B), 5.1.3, 5.1.4(A) or (B), and 5.4.1 will retain its lien on the property interest of the Debtor or the Debtor's estate until the earlier of -- (a) payment of the underlying debt

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determined under nonbankruptcy law, (b) discharge of the underlying debt under § 1328, or (c) completion of the Plan -- at which time the lien will terminate and be released by the creditor.

5. PAYMENTS TO CREDITORS

SUMMARY OF PAYMENTS BY CLASS

Class	Definition	Payment/Distribution by Trustee
Class 1	Claims with Designated Specific Monthly Payments	Paid first in the monthly payment amount designated in the Plan
Class 2	Secured Claims with No Designated Specific Monthly Payments and Domestic Support Obligations (Arrearages)	Paid second and pro rata with other Class 2 claims.
Class 3	Priority Claims	Paid third and pro rata with other Class 3 claims.
Class 4	Nonpriority Unsecured Claims	Paid fourth and pro rata with other Class 4 claims.
Class 5	Treatment of Claims with a Non-Filing Codebtor, Guarantor, or Third Party	See Paragraph 5.5
Class 6	Claims Paid by the Debtor	Not applicable

Except as provided in Paragraph 3, the Trustee shall begin making distributions upon confirmation. To the extent funds are available, the maximum number of Classes may receive distributions concurrently. Notwithstanding the above, the Trustee is authorized within the Trustee's discretion to calculate the amount and timing of distributions as is administratively efficient. If the Trustee receives written communication from a creditor that a claim has been paid in full, released, waived, or otherwise deemed satisfied, the Trustee may file a Notice of Deemed Satisfaction of Claim with the Court and distribute any funds returned to the Trustee relating to such claim to other creditors without further order of the Court.

5.1 CLASS 1 - CLAIMS WITH DESIGNATED SPECIFIC MONTHLY PAYMENTS

The following Class 1 claims shall be paid first in the monthly payment amount designated below. The Plan payment is calculated in an amount that is sufficient for the Trustee to make a full monthly distribution on all Class 1 claims plus the statutory Trustee fee. If the Debtor makes a payment that is less than the full Plan payment amount, the Trustee will make distributions on Class 1 claims in the order of priority set forth in the Bankruptcy Code.

5.1.1 Maintenance of Regular Mortgage Payments

Regular mortgage payments shall be calculated to include the payment due the month after the filing of the petition. For mortgage loan claims disbursed by the Trustee, arrearage payments shall be calculated to include the payment due for the month of the filing of the petition. Arrearages shall be listed in Paragraph 5.2.1 and paid as Class 2 claims.

Trustee disburse.

☒ NONE

Debtor direct pay. Unless otherwise ordered by the Court, regular monthly mortgage payments may be paid directly by the Debtor only if the mortgage is current as of the petition date. LBR 3015-1(d).

☒ NONE

5.1.2 Modified Mortgages or Liens Secured by Real Property

The following claims are subject to modification as (1) claims secured by real property that is not the Debtor's principal residence, (2) claims secured by other assets in addition to the Debtor's principal residence, or (3) claims for which the last payment on the original payment schedule for a claim secured only by a security interest in real property that is the Debtor's principal residence is due before the date on which the final payment under the Plan is due. §§ 1322(b)(2), (c)(2).

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5.1.2(A) Cramdown/Real Property. To the extent that a claim is in excess of the value of the property, the balance in excess of the value of the property shall be treated as a Class 4 nonpriority unsecured claim. See Paragraph 4 for more information.

☒ NONE

5.1.2(B) Non-Cramdown/Real Property. The full amount of the following claims shall be paid through the Plan because the value of the property is greater than the value of the claim. The proof of claim amount will control, subject to the claims objection process.

☒ NONE

5.1.3 Claims Secured by Personal Property for Which § 506 Determination is Not Applicable [“910 Claims/Personal Property”]

The following claims are secured by a purchase money security interest in either (1) a motor vehicle acquired for the Debtor’s personal use within 910 days of the petition date or (2) personal property acquired within one year of the petition date. The proof of claim amount will control, subject to the claims objection process.

☒ NONE

5.1.4 Claims Secured by Personal Property for Which § 506 Determination is Applicable

The following claims are secured by personal property not described above in Paragraph 5.1.3.

5.1.4(A) Cramdown/Personal Property. To the extent that a claim is in excess of the value of the property, the balance in excess of the value of the property shall be treated as a Class 4 nonpriority unsecured claim. See Paragraph 4 for more information.

☐ NONE

	Name of Creditor/Procedure	Property Description	Purchase/ Transaction Date
1.	<u>Capital One Auto Finance</u> <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Plan <input type="checkbox"/> Claim Objection	2015 Toyota Sienna 150,000 miles Keep, Behind on payments Lien 9/1/2020 Not refinanced KBB value pulled 12/6/2024 (Good condition) Lien balance as of 10/10/24	Opened 08/20 Last Active 8/17/24
	Value of Property	Estimated Secured Claim to be Paid	Interest Rate
1.	\$11,767.00	\$10,101.00	9.75%
2.	<u>Eagle Loan Of Ohio</u> <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Plan <input type="checkbox"/> Claim Objection	hh goods secuing eagle loan	Opened 07/23 Last Active 09/24
	Value of Property	Estimated Secured Claim to be Paid	Interest Rate
2.	\$500.00	\$500.00	9.75%
3.	<u>Gm Financial</u> <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Plan <input type="checkbox"/> Claim Objection	2019 Ford F250 70,000 miles Keep, Repossessed 11/24/2024 Lien 6/18/2021 Not refinanced KBB value pulled (Good condition) Lien balance as of 10/10/24	Opened 05/21 Last Active 09/24
	Value of Property	Estimated Secured Claim to be Paid	Interest Rate
			Minimum Monthly Payment Including Interest

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	Name of Creditor/Procedure		Property Description	Purchase/ Transaction Date
3.	\$46,875.00	\$37,949.00	9.75%	\$802.00
4.	Systems & Services Technologies, Inc. <input type="checkbox"/> Motion <input checked="" type="checkbox"/> Plan <input type="checkbox"/> Claim Objection		2021 Coleman Lantern 337BH Camper Surrender, Behind on payments Lien 7/12/2021 Not refinanced KBB value pulled 12/2/2024 (Average retail) Lien balance as of 10/10/24	Opened 06/21 Last Active 1/27/24
	Value of Property	Estimated Secured Claim to be Paid	Interest Rate	Minimum Monthly Payment Including Interest
4.	\$25,050.00	\$25,050.00	9.50%	\$527.00

5.1.4(B) Non-Cramdown/Personal Property. The full amount of the following claims will be paid through the Plan because the value of the property is greater than the value of the claim. The proof of claim amount will control, subject to the claims objection process.

☒ NONE

5.1.5 Domestic Support Obligations (Ongoing) - Priority Claims under § 507(a)(1)

The name of any holder of any domestic support obligation as defined in § 101(14A) shall be listed below. If the Debtor becomes subject to a domestic support obligation during the Plan term, the Debtor shall notify his or her attorney and the Trustee. Arrearages shall be listed in Paragraph 5.2.2 and paid as Class 2 claims.

☒ NONE

5.1.6 Executory Contracts and Unexpired Leases

Service Requirements. The Plan shall be served on the holder of any executory contract or unexpired lease listed in Paragraph 5.1.6.

The Debtor rejects the following executory contracts and unexpired leases.

Notice to Creditor of Deadline to File Claim for Rejection Damages: A proof of claim for rejection damages must be filed by the creditor within ninety (90) days from the date of confirmation of the Plan. Rule 3002(c)(4). Such claim shall be treated as a Class 4 nonpriority unsecured claim.

☐ NONE

Name of Creditor	Property Description
Progressive Leasing/NPRT0 Ohio, LLC	couch
Progressive Leasing/NPRT0 Ohio, LLC	dryer

The Debtor assumes the following executory contracts and unexpired leases. Unless otherwise ordered by the Court, all motor vehicle lease payments shall be made by the Trustee. LBR 3015-1(c)(1). Any prepetition arrearage shall be cured in monthly payments prior to the expiration of the executory contract or unexpired lease. The Debtor may not incur debt to exercise an option to purchase without obtaining Trustee or Court approval. LBR 4001-3.

Trustee disburse.

☒ NONE

Debtor direct pay.

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☐ NONE

Name of Creditor	Property Description	Regular Number of Payments Remaining as of Petition Date	Monthly Contract/Lease Payment	Estimated Arrearage as of Petition Date	Contract/Lease Termination Date
Thomas and Patricia Simmons	Rent / Month-to-Month / Monthly pmt. \$1100.00	ongoing	\$1,100.00	\$0.00	ongoing

5.1.7 Administrative Claims

The following claims are administrative claims. Unless otherwise ordered by the Court, requests for additional attorney fees beyond those set forth below will be paid after the attorney fees set forth below and in the same monthly amount as set forth below. LBR 2016-1(b).

☐ NONE

Name of Claimant	Total Claim	Amount to be Disbursed by Trustee	Minimum Monthly Payment Amount
Richard E. West 0033319	4,350.00	4,350.00	72.50

5.2 CLASS 2 - SECURED CLAIMS WITH NO DESIGNATED MONTHLY PAYMENTS AND DOMESTIC SUPPORT OBLIGATIONS (ARREARAGES)

5.2.1 Secured Claims with No Designated Monthly Payments

The following claims are secured claims with no designated monthly payments, including mortgage arrearages, certificates of judgment, and tax liens. The proof of claim amount shall control, subject to the claims objection process. Class 2 claims shall be paid second and shall be paid pro rata with other Class 2 claims. The interest rate in Paragraph 7 does not apply to claims in this Paragraph.

☒ NONE

5.2.2 Domestic Support Obligations (Arrearages) - Priority Claims under § 507(a)(1)

The name of any holder of any domestic support obligation arrearage claim or claim assigned to or owed to a governmental unit and the estimated arrearage amount shall be listed below.

☒ NONE

5.3 CLASS 3 - PRIORITY CLAIMS

Unless otherwise provided for in § 1322(a), or the holder agrees to a different treatment, all priority claims under § 507(a) shall be paid in full in deferred cash payments. § 1322(a). Class 3 claims shall be paid third and shall be paid pro rata with other Class 3 claims.

5.4 CLASS 4 - NONPRIORITY UNSECURED CLAIMS

Allowed nonpriority unsecured claims shall be paid a dividend as provided in Paragraph 2.2. Class 4 claims shall be paid fourth and shall be paid pro rata with other nonpriority Class 4 claims.

5.4.1 Wholly Unsecured Mortgages/Liens

The following mortgages/liens are wholly unsecured and may be modified and eliminated. See *In re Lane*, 280 F.3d 663 (6th Cir. 2002). See Paragraph 4 for additional information. Preferred form motions and orders are available on the Court's website at www.ohsb.uscourts.gov.

☒ NONE

5.4.2 Judicial Liens Impairing an Exemption in Real Property

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The following judicial liens impair the Debtor's exemption in real property and may be avoided under § 522(f)(1)(A). See Paragraph 4 for additional information. Preferred form motions and orders are available on the Court's website at www.ohsb.uscourts.gov.

☒ NONE

5.4.3 Nonpossessory, Nonpurchase-Money Security Interest in Exempt Property

The following nonpossessory, nonpurchase-money security interests impair the Debtor's exemption in personal property and may be avoided under § 522(f)(1)(B). See Paragraph 4 for additional information. Preferred form motions and orders are available on the Court's website at www.ohsb.uscourts.gov.

☒ NONE

5.4.4 Mortgages to be Avoided Under § 544

The following debts secured by a mortgage will be paid as unsecured claims concurrent with other Class 4 claims. The Debtor or the Trustee shall file an adversary proceeding to determine whether the mortgage may be avoided. To the extent that the Trustee has standing to bring such action, standing is hereby assigned to the Debtor, provided a colorable claim exists that would benefit the estate.

☒ NONE

5.5 CLASS 5 - TREATMENT OF CLAIMS WITH A NON-FILING CODEBTOR, GUARANTOR, OR THIRD PARTY

5.5(A) Claims Paid by Non-Filing Codebtor, Guarantor, or Third Party. The following claims shall not be paid by the Trustee or the Debtor but shall be paid by a non-filing codebtor, guarantor, or third party.

☒ NONE

5.5(B) Claims Paid by Debtor or Trustee. The following claims with a non-filing codebtor or guarantor shall be paid by the Debtor or Trustee.

☒ NONE

5.6 CLASS 6 - CLAIMS PAID DIRECTLY BY THE DEBTOR

The following claims, which are not otherwise addressed in the Plan, shall not be paid by the Trustee but shall be paid directly by the Debtor.

☒ NONE

6. SURRENDER OF PROPERTY

The Debtor elects to surrender to the creditor the following property that is collateral for the creditor's claim. Upon confirmation of the Plan, the stay under § 362(a) and, if applicable, § 1301(a) shall be terminated as to the surrendered property only. Rule 3015(g)(2).

☒ NONE

Name of Creditor	Description of Property

7. INTEREST RATE

Unless otherwise stipulated by the parties, ordered by the Court or provided for in this Plan and except for claims treated in paragraph 5.1.1 and 5.2.1, secured claims shall be paid interest at the annual percentage rate of 9.75% based upon a declining monthly balance on the amount of the allowed secured claim. Interest is included in the monthly payment amount. *See Till v. SCS Credit Corp.* (In re Till), 541 U.S. 465 (2004).

☐ **This is a solvent estate.** Unless otherwise provided, all nonpriority unsecured claims shall be paid in full with interest at ____% from the date of confirmation. If this box is not checked, the estate is presumed to be insolvent.

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8. FEDERAL INCOME TAX RETURNS AND REFUNDS

8.1 Federal Income Tax Returns

The Debtor shall provide the Trustee with a copy of each federal income tax return by April 30 of each year, unless otherwise ordered by the Court.

8.2 Federal Income Tax Refunds

Notwithstanding single/joint tax filing status, the Debtor may annually retain the greater of (1) any earned income tax credit and additional child tax credit or (2) \$3,000 of any federal income tax refund for maintenance and support pursuant to § 1325(b)(2) and, unless otherwise ordered by the Court, shall turn over any balance in excess of such amount to the Trustee by June 1 of each year. Unless otherwise ordered by the Court, tax refunds turned over to the Trustee shall be distributed by the Trustee for the benefit of creditors. Any motion to retain a tax refund in excess of the amount set forth above shall be filed and served pursuant to LBR 9013-3(b).

9. OTHER DUTIES OF THE DEBTOR

9.1 Change of Address, Employment, Marital Status, or Child or Spousal Support Payments

The Debtor shall fully and timely disclose to the Trustee and file any appropriate notice, application or motion with the Court in the event of any change of the Debtor's address, employment, marital status, or child or spousal support payments.

9.2 Personal Injury, Workers Compensation, Bonuses, Buyout, Severance Package, Lottery Winning, Inheritance, or Any Other Funds to Which the Debtor May Be Entitled or Becomes Entitled to Receive

The Debtor shall keep the Trustee informed as to any claim for or receipt of money or property regarding personal injury, workers compensation, bonuses, buyout, severance package, lottery winning, inheritance, or any other funds to which the Debtor may be entitled or becomes entitled to receive. Before the matter can be settled and any funds distributed, the Debtor shall comply with all requirements for filing applications or motions for settlement with the Court as may be required by the Bankruptcy Code, the Bankruptcy Rules, or the Local Bankruptcy Rules. Unless otherwise ordered by the Court, these funds shall be distributed by the Trustee for the benefit of creditors.

9.3 Social Security

The Debtor shall keep the Trustee informed as to any claim for or receipt of social security funds.

10. INSURANCE

10.1 Insurance Information

As of the petition date, the Debtor's real and personal property is insured as follows.

☐ NONE

Property Address/ Description	Insurance Company	Policy Number	Full/Liability	Agent Name/ Contact Information
2015 Toyota Sienna 150,000 miles Keep, Behind on payments Lien 9/1/2020 Not refinanced KBB value pulled 12/6/2024 (Good condition) Lien balance as of 10/10/24	Geico	6186-16-77-86	full	No agent 800-841-3000

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Property Address/ Description	Insurance Company	Policy Number	Full/Liability	Agent Name/ Contact Information
2011 Chevrolet Cruze 140,000 miles Keep, Free & Clear Not refinanced KBB value pulled 12/4/2024 (Good condition)	Geico	6186-16-77-86	full	No agent 800-841-3000
2019 Ford F250 70,000 miles Keep, Repossessed 11/24/2024 Lien 6/18/2021 Not refinanced KBB value pulled (Good condition) Lien balance as of 10/10/24	Geico	6186-16-77-86	Full	No agent 800-841-3000

10.2 Casualty Loss Insurance Proceeds (Substitution of Collateral)

If a motor vehicle is deemed to be a total loss while there is still an unpaid claim secured by the motor vehicle, the Debtor shall have the option to use the insurance proceeds to either (1) pay off the balance of the secured claim through the Trustee if the secured creditor is a named loss payee on the policy or (2) upon order of the Court, substitute the collateral by purchasing a replacement motor vehicle. If a replacement motor vehicle is purchased, the motor vehicle shall have a value of not less than the balance of the unpaid secured claim, the Debtor shall ensure that the lien of the creditor is transferred to the replacement motor vehicle, and the Trustee shall continue to pay the allowed secured claim. Unless otherwise ordered by the Court, if any insurance proceeds remain after paying the secured creditor's claim, these funds shall be distributed by the Trustee for the benefit of creditors.

11. EFFECTIVE DATE OF THE PLAN

The effective date of the Plan is the date on which the order confirming the Plan is entered.

12. VESTING OF PROPERTY OF THE ESTATE

Unless checked below, property of the estate does not vest in the Debtor until the discharge is entered. The Debtor shall remain responsible for the preservation and protection of all property of the estate.

☒ Confirmation of the Plan vests all property of the estate in the Debtor in accordance with §§ 1327(b) and (c).

☐ Other _____

13. NONSTANDARD PROVISIONS

The nonstandard provisions listed below are restricted to those items applicable to the particular circumstances of the Debtor. Nonstandard provisions shall not contain a restatement of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules or the Mandatory Chapter 13 Form Plan. Any nonstandard provision placed elsewhere in this Plan is void and shall have no binding effect.

☐ NONE

Gm Financial has repossessed the debtors vehicle, a 2019 f 250, and shall return it to the debtor immediately upon notice of filing this case.

By filing this Plan, the Debtor, if unrepresented by an attorney, or the Debtor's Attorney certifies that (1) the wording and order of provisions of this Plan are identical to those contained in the Mandatory Form Chapter 13 Plan adopted in this District and (2) this Plan contains no nonstandard provisions other than those set forth in Paragraph 13.

Debtor's Attorney

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Date: February 12, 2025

Debtor

/s/ Jason Michael Rouse

Jason Michael Rouse

Date: February 12, 2025

/s/ Richard E. West

Richard E. West 0033319

Richard E. West Co. LPA

195 E. Central Ave.

Springboro, OH 45066

Ph: 937-601-0401

Fx: 937-552-2138

email@debtfreeohio.com

Joint Debtor

/s/ Stephanie Lynn Rouse

Stephanie Lynn Rouse

Date: February 12, 2025

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NOTICE OF DEADLINE FOR OBJECTING TO PLAN CONFIRMATION

Debtor has filed a Chapter 13 plan or an amended Chapter 13 plan (hereafter, the "Plan").

Your rights may be affected. You should read the Plan carefully and discuss it with your attorney, if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you do not want the Court to confirm the Plan, you must file a written objection to the Plan. Objections to confirmation of an initial plan shall be filed within fourteen (14) days after the § 341 meeting of creditors is concluded. Objections to confirmation of an amended plan shall be filed with the later of twenty-one (21) days after service of the amended plan or fourteen (14) days after the 341 meeting of creditors is concluded. If a timely objection to the Plan is filed within seven (7) days of the confirmation hearing date, the confirmation hearing will be rescheduled. Rule 3015(f).

Your objection to the Plan, explaining your position, must be filed with the Court and mailed by first class mail to the United States Bankruptcy Court

Atrium Two Suite 800, 221 East Fourth Street, Cincinnati OH 45202

OR your attorney must file the objection using the Court's ECF System.

The Court must **receive** your objection on or before the applicable deadline above.

You must also send a copy of your objection either by 1) the Court's ECF System or by 2) first class mail to:

Stephanie & Jason Rouse 6453 Simon Drive Cincinnati, OH 45233

Debtor's Attorney Richard West, 195 E. Central Ave. Springboro, Ohio 45066

Trustee Margaret A. Burks, Chapter 13 Trustee, 600 Vine St., Suite 2200, Cincinnati, OH 45202

Office of the U.S. Trustee, 170 North High St., Suite 200, Columbus, OH 43215

If you or your attorney does not take these steps, the Court may decide that you do not oppose the terms of the Plan and may enter an order confirming the Plan without further hearing or notice.

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Certificate of Service

I hereby certify that a copy of the foregoing amended **Chapter 13 Plan** was served **electronically** on the date of filing through the Court's ECF System on all ECF participants registered in this case at the email address registered with the Court and

by first class mail on **February 12, 2025** addressed to:

Stephanie & Jason Rouse
6453 Simon Drive
Cincinnati, OH 45233

all creditors on attached matrix

regular mail to

Capital One Auto Finance

Attn: ceo

7933 Preston Rd

Plano, TX 75024

Eagle Loan Of Ohio

Attn: ceo

4350 St Rte 128 Ste G

Cleves, OH 45002

Gm Financial

attn: ceo

801 Cherry Street, Ste. 3600

Fort Worth, TX 76102

Certified mail to

by addressed to:

Capital One Auto Finance

Attn: ceo

7933 Preston Rd

Plano, TX 75024

by addressed to:

Eagle Loan Of Ohio

Attn: ceo

4350 St Rte 128 Ste G

Cleves, OH 45002

by addressed to:

Gm Financial

attn: ceo

801 Cherry Street, Ste. 3600

Fort Worth, TX 76102

/s/ Richard E. West

Richard E. West 0033319

195 E. Central Ave.

Springboro, OH 45066

Ph: 937-601-0401

Fx: 937-552-2138

email@debtfreeohio.com

Label Matrix for local noticing

0648-1

Case 1:24-bk-12915

Southern District of Ohio

Cincinnati

Wed Feb 12 10:25:29 EST 2025

Affirm, Inc.

650 California St Fl 12

San Francisco, CA 94108-2716

Capital One Auto Finance

AIS Portfolio Services, LLC

4515 N Santa Fe Ave. Dept. APS

Oklahoma City, OK 73118-7901

Affirm, Inc.

Attn: Bankruptcy

650 California St, Fl 12

San Francisco, CA 94108-2716

AcceptanceNOW

Attn: Bankruptcy

5501 Headquarters Drive

Plano, TX 75024-5837

Alta Fiber

PO Box 748003

Cincinnati, OH 45274-8003

Amazon Business

PO Box 81226

Seattle, WA 98108-1300

AmeriCredit Financial Services, Inc/GM Finan

P O Box 183853

Arlington, TX 76096-3853

Asst US Trustee (Cin)

Office of the US Trustee

J.W. Peck Federal Building

550 Main Street, Suite 4-812

Cincinnati, OH 45202-5212

Attn: Capital One Auto Finance Department

AIS Portfolio Services, LLC

Account: XXXXXXXXX2096

4515 N Santa Fe Ave. Dept. APS

Oklahoma City, OK 73118-7901

Attorney General

150 E Gay Street, 21st Fl

Cincinnati, OH 45215

Auto Zone

PO Box 116067

Atlanta, GA 30368-6067

(p)CAINE & WEINER COMPANY

12005 FORD ROAD 300

DALLAS TX 75234-7262

Capital One

Attn: Bankruptcy

Po Box 30285

Salt Lake City, UT 84130-0285

Capital One Auto Finance

Attn: ceo

7933 Preston Rd

Plano, TX 75024-2302

Capital One Auto Finance a division of Capit

4515 N Santa Fe Ave Dept APS

Oklahoma City OK 73118-7901

Christ Hospital

2139 Auburn Avenue

Cincinnati, OH 45219-2989

Cincinnati Oral & Maxillofacial Surgery

7611 Cheviot Road

Cincinnati, OH 45247-4015

Cintas Corporation

Stephen J. Malkiewicz, Counsel

6800 Cintas Blvd

Mason, OH 45040-9151

Coast to Coast Financial Solutions

Attn: Bankruptcy

101 Hodencamp Rd Ste 120

Thousand Oaks, CA 91360-5831

Duke Energy

P.O. Box 9001084

Louisville, KY 40290-1084

Eagle Loan Company of Ohio, Inc.

PO Box 54927

Cincinnati OH 45254-0927

Eagle Loan Of Ohio

Attn: ceo

4350 St Rte 128 Ste G

Cleves, OH 45002-9343

First Premier Bank

3820 N Louise Ave

Sioux Falls, SD 57107-0145

Foreign Auto Salvage

1980 Highland Pike

Ft Wright, KY 41017-8135

(p)G L A COLLECTION COMPANY INC

2630 GLEESON LN

LOUISVILLE KY 40299-1772

Gateway Tire

100 Corridor Dr

Monroe, OH 45050-1394

Genesight

P O Box 645685

Cincinnati, OH 45264-5685

Gm Financial

attn: ceo

801 Cherry Street, Ste. 3600

Fort Worth, TX 76102-6855

Hamilton County Municipal Court

1000 Main Street

Cincinnati, OH 45202-1288

Huntington Bank
Attn: Bankruptcy
41 S High St
Columbus, OH 43215-3406

IC Systems, Inc.
Attn: Bankruptcy
444 Hwy 96 East
St. Paul, MN 55127-2557

(p)JEFFERSON CAPITAL SYSTEMS LLC
PO BOX 7999
SAINT CLOUD MN 56302-7999

Jefferson Capital Systems, LLC
Attn: Bankruptcy
200 14th Ave E
Sartell, MN 56377-4500

KOI Auto Parts
PO Box 2246
Staunton, VA 24402-2246

LVNV Funding, LLC
Resurgent Capital Services
PO Box 10587
Greenville, SC 29603-0587

Lgl Actn Br
8 Broadway
Kissimmee, FL 34741-5701

Lvnm Funding/Resurgent Capital
Attn: Bankruptcy
Po Box 10497
Greenville, SC 29603-0497

MERRICK BANK
Resurgent Capital Services
PO Box 10368
Greenville, SC 29603-0368

MOHELA
PO BOX 9640
Wilkes-Barre, PA 18773-9640

Merrick Bank/Card Works
Attn: Bankruptcy
P.O. Box 5000
Draper, UT 84020-5000

Messerli & Kramer P.A.
3033 Campus Drive # 250
Plymouth, MN 55441-2685

Midland Credit Management, Inc.
PO Box 2037
Warren, MI 48090-2037

Midland Credit Mgmt
Attn: Bankruptcy
Po Box 939069
San Diego, CA 92193-9069

Napa
11361 Mosteller Rd
Cincinnati, OH 45241-1827

Nathan J. Allen, Esq.
Stenger & Stenger
2618 East Paris Avenue SE
Grand Rapids, MI 49546-2458

Navient
Attn: Bankruptcy
Po Box 9635
Wilkes Barre, PA 18773-9635

Navient
Attn: Bankruptcy
Po Box 9640
Wilkes-Barr, PA 18773-9640

(p)OHIO ATTORNEY GENERAL
COLLECTIONS ENFORCEMENT ATTN BANKRUPTCY MANAGER
30 E BROAD ST
14TH FLOOR
COLUMBUS OH 43215-3414

Ohio Bureau of Worker's Comp
P O Box 89492
Cleveland, OH 44101-6492

Ohio Department of Taxation, Bankruptcy Div
P.O. Box 530
Columbus, OH 43216-0530

(p)PNC BANK RETAIL LENDING
P O BOX 94982
CLEVELAND OH 44101-4982

(p)PORTFOLIO RECOVERY ASSOCIATES LLC
PO BOX 41067
NORFOLK VA 23541-1067

Paychex
1175 John St.
Henrietta, NY 14586-9199

(p)PLAZA SERVICES LLC
ATTN MANNY WILLIAMS
110 HAMMOND DRIVE
SUITE 110
ATLANTA GA 30328-4806

Progressive Leasing/NPRTO Ohio, LLC
256 West Data Dr
Draper, UT 84020-2315

Quantum3 Group LLC as agent for
CKS Prime Investments LLC
PO Box 788
Kirkland, WA 98083-0788

Rumpke
10795 Hughes Road
Cincinnati, OH 45251-4598

Schaffer's Towing
4270 Harrison Ave
Cincinnati, OH 45211-3341

Scolopax, LLC
C/O Weinstein & Riley, P.S.
749 GATEWAY, SUITE G-601
ABILENE, TX 79602-1196

(p)SPIRE RECOVERY SOLUTIONS LLC
57 CANAL STREET
SUITE 302
LOCKPORT NY 14094-2845

State of Ohio Taxation, ALL NOTICES
Bankruptcy Department
PO Box 530
Columbus, OH 43216-0530

Systems & Services Technologies, Inc.
Attn: Bankruptcy
4315 Pickett Road
Saint Joseph, MO 64503-1600

Target NB
C/O Financial & Retail Services
Mailstop BT PO Box 9475
Minneapolis, MN 55440-9475

The BMW Store Inc.
6131 Stewart Rd.
Cincinnati, OH 45227-1233

The Huntington National Bank
PO Box 89424
OPC856
Cleveland, OH 44101-6424

The Receivables Management Services, LLC
P O Box 361446
Columbus, OH 43236-1446

Thomas and Patricia Simmons
5885 West Ford Road
Cincinnati, OH 45247-5973

Tri-Health
PO Box 630823
Cincinnati, OH 45263-0823

(p)INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

(p)UPLIFT INC
2 N CENTRAL AVE FL 10
PHOENIX AZ 85004-4422

(p)VELOCITY PORTFOLIO GROUP INC
1800 RT 34 NORTH
BLDG 3 SUITE 305
WALL NJ 07719-9146

Verizon
by AIS InfoSource LP as agent
4515 N Santa Fe Ave
Oklahoma City OK 73118-7901

Verizon Wireless
Attn: Bankruptcy
500 Technologt Dr, Suite 599
Weldon Springs, MO 63304-2225

(p)FISHER AUTO PARTS
ATTN ATTN A/R DEPT
PO BOX 2246
STAUNTON VA 24402-2246

Jason Michael Rouse
6453 Simon Drive
Cincinnati, OH 45233-4559

Margaret A Burks
600 Vine Street
Suite 2200
Cincinnati, OH 45202-2491

Richard E West
Richard E. West Co., L.P.A.
195 E Central Avenue
Springboro, OH 45066-1343

Stephanie Lynn Rouse
6453 Simon Drive
Cincinnati, OH 45233-4559

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Caine & Weiner
PO Box 5010
Woodland Hills, CA 91365

GLA Collection Company
Attn: Bankruptcy
2630 Gleeson Lane
Louisville, KY 40299

Jefferson Capital Systems LLC
PO BOX 7999
St. Cloud, MN 56302-9617

Office of Ohio Attorney General
150 E. Gay St.
Columbus, OH 43215

PNC Bank
P.O.Box 747066
Pittsburgh, PA 15274

PORTFOLIO RECOVERY ASSOCIATES, LLC
POB 41067
Norfolk, VA 23541

Plaza Services, LLC

Attn: Bankruptcy

110 Hammond Dr, Suite 110

Atlanta, GA 30328

Spire Recovery Solutions

330 S. Transit Street

Lockport, NY 14094

United States Treasury

P.O. Box 219236

Kansas City, MO 64121-9236

Uplift Inc

Attn: Bankruptcy

440 N. Wolfe Road

Sunnyvale, CA 94085

Velocity Investments, LLC

Attn: Bankruptcy

1800 Route 34n, Suite 305

Wall, NJ 07719

fisher auto parts

po box 2246

staunton, VA 24402-2246

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)Progressive Leasing/NPRT0 Ohio, LLC

256 West Data Drive

Draper, UT 84020-2315

End of Label Matrix

Mailable recipients 78

Bypassed recipients 1

Total 79